

SETTLEMENT AGREEMENT BETWEEN STATE COMMITTEE FOR
SOCIAL WORKERS AND BARBARA STRIBLING

Barbara Stribling (“Stribling”) and the State Committee for Social Workers (“Committee”) enter into this Settlement Agreement for the purpose of resolving the question of whether Stribling’s license as a clinical social worker, License No. 416, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the state of Missouri and, additionally, the right to a disciplinary hearing before the Committee under § 621.110, RSMo Cum. Supp. 2009. The Committee and Stribling jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Cum. Supp. 2009.

Stribling acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against her at the hearing; the right to present evidence on her behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against her; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the Committee at which time Stribling may present evidence in mitigation of discipline; the

¹ All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the Committee.

Being aware of these rights provided to her by law, Stribling knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to her.

Stribling acknowledges that she has received a copy of documents that were the basis upon which the Committee determined there was cause for discipline, along with citations to law and/or regulations the Committee believes were violated. Stribling stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Committee that Stribling's license as a clinical social worker, License No. 416, is subject to disciplinary action by the Committee in accordance with the relevant provisions of Chapters 337 and 621, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the Committee and Stribling in Part II herein is based only on the agreement set out in Part I herein. Stribling understands that the Committee may take further disciplinary action against her based on facts or conduct not specifically mentioned in this document that are either now known to the Committee or may be discovered.

I.

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the Committee and Stribling herein jointly stipulate to the following:

1. The Committee is an agency of the state of Missouri created and established pursuant to § 337.622, RSMo, for the purpose of executing and enforcing the provisions of §§ 337.600 through 337.689, RSMo.

2. Stribling is a licensed clinical social worker, License No. 416.

3. At all times relevant, Stribling's license was current and active.

4. Stribling was employed at Community Counseling Center as a full time therapist at all times relevant herein.

5. In 2007, Stribling was informed by colleague Dana Evans ("Evans") that she was having a sexual relationship with a client seeking counseling at Community Counseling Center.

6. Stribling failed to report the relationship immediately to Community Counseling Center.

7. Stribling failed to report the relationship to the Committee.

8. The Community Counseling Center learned of the sexual relationship in 2008 from Evans.

9. On or about November 18, 2008, Community Counseling Center filed a complaint with the Committee against Stribling.

10. The Missouri Code of State Regulations, 20 CSR 2263-3.010, that was in effect at the time states in part:

(1) The ethical standards/disciplinary rules for licensed social workers, provisional licensed clinical social workers, temporary permit holders and registrants, as set forth hereafter

by the committee, are mandatory. The failure of a licensed social worker, provisional licensed social worker, temporary permit holder or registrant to abide by any ethical standard/disciplinary rule in this chapter shall constitute unethical conduct and be grounds for disciplinary proceedings.

11. The Missouri Code of State Regulations, 20 CSR 2263-3.040, that was in effect at the time defines the types of client relationships a licensed clinical social worker may not enter into. These include in part:

(1) A licensed social worker, provisional licensed social worker, temporary permit holder and registrant shall not enter into or continue a dual or multiple relationship, including social relationship, business relationship or sexual relationship, as defined by the committee, with a current client or with a person to whom the licensed social worker, provisional licensed social worker, temporary permit holder or registrant has at anytime rendered psychotherapy (clinical social work) or other professional social work services for the treatment or amelioration of mental and emotional conditions. . . .

12. Stribling's conduct violates 20 CSR 2263-3.020, which was in effect at the time states in part:

(7) A licensed social worker, provisional licensed social worker, temporary permit holder and registrant shall report to the committee any known or suspected violation(s) of the laws or regulations promulgated by the committee governing the practice of social work or baccalaureate social work which do not violate a client's right to privacy.

13. A licensed clinical social worker must comply with the moral standards stated in 20 CSR 2263-3.020, which was in effect at the time states in part:

(2) A licensed social worker, provisional licensed social worker, temporary permit holder and registrant shall not-

(A) Violate any ethical standard/disciplinary rule[.]

14. Licensed clinical social workers may not enter into a sexual relationship with a client.

15. As a licensed clinical social worker, Stribling is under a duty to report any known or suspected violations of the rules and regulations governing the license of a clinical social worker pursuant to 20 CSR 2263-3.020(7).

16. Stribling has a relationship of professional trust and confidence with the Committee, her colleagues, and her clients in that the Committee, Stribling's colleagues, and her clients relied on Stribling as a licensed clinical social worker to practice clinical social work in compliance with the statutes, regulations, and standard of care governing that profession.

17. Stribling's failure to report the known or suspected sexual relationship between Evans and a patient is a violation of the moral standards governing the license of a clinical social worker.

18. Therefore, cause exists to discipline Stribling's license pursuant to § 337.630, RSMo, Cum. Supp. 2009, which states in part:

2. The committee may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any license required by sections 337.600 to 337.689 or any person who has failed to renew or has surrendered the person's license for any one or any combination of the following causes:

....

(6) Violation of, or assisting or enabling any person to violate, any provision of sections 337.600 to 337.689, or of any lawful rule or regulation adopted pursuant to sections 337.600 to 337.689;

....

(13) Violation of any professional trust or confidence;

....

(15) Being guilty of unethical conduct as defined in the ethical standards for clinical social workers adopted by the committee by rule and filed with the secretary of state.

II.

Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Committee in this matter under the authority of § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo Cum. Supp. 2009.

1. **Stribling's license is on probation.** Stribling's license as a clinical social worker is hereby placed on PROBATION for a period of one year. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Stribling shall be entitled to practice as a clinical social worker under Chapter 337, RSMo, as amended, provided Stribling adheres to all the terms of this agreement.

2. **Terms and conditions of the disciplinary period.** The terms and conditions of the disciplinary period are as follows:

A. Stribling shall earn an extra 15 hours of continuing education for licensed clinical social workers in the area of ethics during the disciplinary period.

B. During the disciplinary period, Stribling shall keep the Committee apprised at all times in writing of her current work and home addresses and telephone numbers at each place of residence and employment. Stribling shall notify the Committee in writing of any change in address or telephone number within 15 days of a change in this information.

C. Stribling shall timely renew her license and timely pay all fees required for license renewal and comply with all other Committee requirements necessary to maintain her license in a current and active state.

D. During the disciplinary period, Stribling shall comply with all provisions of §§ 337.600 through 337.639, RSMo, as amended; all rules and regulations promulgated thereunder; and all federal and state laws. "State" includes the state of Missouri and all other states and territories of the United States. Any cause to discipline Stribling's license as a clinical social worker under § 337.630, RSMo Cum. Supp. 2009, that accrues during the disciplinary period shall also constitute a violation of this Settlement Agreement.

E. Stribling shall accept and comply with reasonable unannounced visits from the Committee's duly authorized agents to monitor compliance with the terms and conditions stated herein.

F. Stribling shall appear before the Committee or its representative for a personal interview upon the Committee's written request.

G. If, at any time within the disciplinary period, Stribling removes herself from the state of Missouri, ceases to be currently licensed under the provisions of Chapter 337, RSMo, as amended, governing clinical social workers, or fails to keep the Committee advised of all current places of residence and business, the time of absence, unlicensed status, or unknown whereabouts shall not be deemed or taken as any part of the disciplinary period.

3. Upon the expiration of the disciplinary period, the license of Stribling shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the Committee determines that Stribling has violated any term or condition of this Settlement Agreement, the Committee may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke, or otherwise lawfully discipline Stribling's license.

4. No additional discipline shall be imposed by the Committee pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the Committee as a contested case in accordance with the provisions of Chapter 536, RSMo.

5. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning any future violations by Stribling of Chapter 337, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

6. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the Committee or may be discovered.

7. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the parties agree that the Committee may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Stribling agrees and stipulates that the Committee has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

8. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

9. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

10. The parties to this Settlement Agreement understand that the Committee will maintain this Settlement Agreement as an open record of the Committee as required by Chapters 324, 337, and 610, RSMo, as amended.

11. Stribling, together with her partners, heirs, assigns, agents, employees, representatives, and attorneys, does hereby waive, release, acquit, and forever discharge the

Committee, its respective members, employees, agents, and attorneys including former members, employees, agents, and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses, and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo, as amended, or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

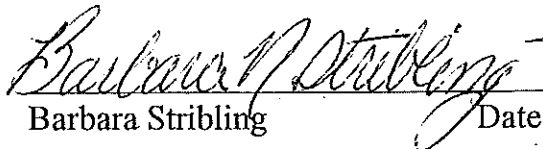
12. Stribling understands that she may, either at the time the Settlement Agreement is signed by all parties, or within 15 days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Stribling's license. If Stribling desires the Administrative Hearing Commission to review this Settlement Agreement, Stribling may submit her request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 West High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

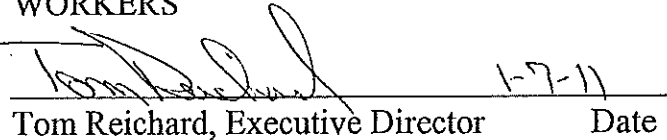
13. If Stribling requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Stribling's license. If Stribling does

not request review by the Administrative Hearing Commission, this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the Committee.

LICENSEE

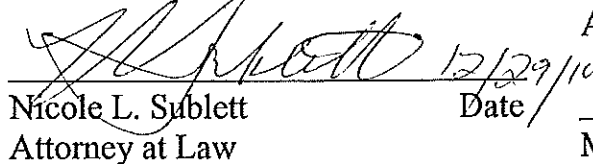
STATE COMMITTEE FOR SOCIAL
WORKERS

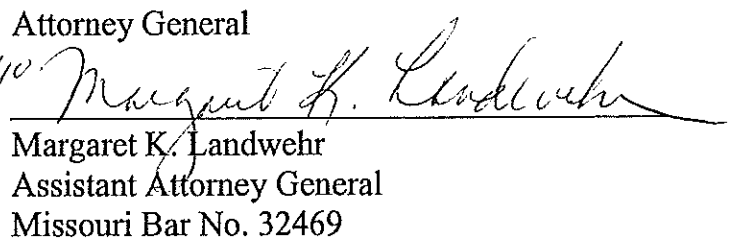

Barbara Stribling Date


Tom Reichard, Executive Director Date 1-7-11

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